

## **TERMS & CONDITIONS OF BUSINESS OF THE DOCTORS LABORATORY LIMITED FROM 1ST JANUARY 2022**

The definitions which apply to these Terms and Conditions are set out in clause 18.

### **1 THE SERVICES**

- 1.1 These Terms and Conditions will apply to any services that TDL provides to the Client, unless those services are the subject of a separate written agreement signed by TDL and the Client. These Terms and Conditions apply to the exclusion of any other terms presented by the Client or implied by custom or course of dealing.
- 1.2 By submitting a request for any services described in the Laboratory Guide or in any other proposal provided by TDL (an '**Order**'), the Client offers to purchase those services on these Terms and Conditions. A contract between TDL and the Client for the provision of services incorporating these Terms and Conditions (an '**Agreement**') takes effect when TDL confirms acceptance of the Client's Order in writing, logs the relevant Pathology Request in its laboratory information management system, or begins performing the Services (whichever occurs first). Any request for add-on Tests (as described in the Laboratory Guide) constitutes a request for further Services under that Agreement, which TDL may accept or decline.
- 1.3 TDL will provide the Services under the Agreement:
- 1.3.1 in accordance with Good Industry Practice;
- 1.3.2 in accordance with the UKAS medical laboratory accreditation standard (ISO 15189); and
- 1.3.3 using suitably skilled and experienced staff.
- 1.4 TDL will use reasonable efforts to achieve the Test turn-around times quoted in the Laboratory Guide, but does not warrant that it will achieve those times in the case of any particular Sample.
- 1.5 The Laboratory Guide sets out Sample rejection criteria. If the Sample meets those criteria, or if TDL considers that the Sample is otherwise unsuitable for Testing or TDL is unable to conduct the Testing then TDL may decline to carry out the Testing under the Agreement and will be entitled to dispose of the Sample.
- 1.6 As part of its Services TDL will, on request, arrange for collection of Samples from locations within the M25 motorway. Such collection service is included within the price of the Test unless otherwise specified by TDL. Collection of Samples from locations outside the M25 is by special arrangement, and may incur an additional charge. Where collection by TDL has not been requested and agreed, the Client will be responsible, at its own cost, for the transport of Samples to TDL. Where TDL arranges collection of Samples it will use reasonable efforts to achieve the timescales it quotes for collection, but does not warrant that it will achieve those timescales in the case of any particular collection.
- 1.7 TDL may destroy or dispose of a Sample after completing the Testing or on termination of the Agreement, unless otherwise agreed in writing with the Client.
- 1.8 The Consumables shall remain the property of TDL at all times, regardless of any use by the Client of the Consumables.
- 1.9 In providing the Services, TDL shall comply with all Applicable Law relating to anti-bribery and anti-corruption, including the Bribery Act 2010. TDL shall not, and shall ensure that its staff do not, engage in any activity which would constitute an offence under the Bribery Act 2010.
- 1.10 TDL is committed to trading ethically, with zero tolerance for modern slavery (including forced labour or human trafficking of any kind), human rights violations, and child labour. In performing its obligations under this Agreement, TDL will comply with all Applicable Law and applicable internal policies relating to anti-slavery and human trafficking.
- 1.11 TDL's laboratories are operated by members of the TDL Group. TDL uses those laboratories to undertake the Tests, except where TDL refers the Tests to suitably accredited laboratories operated outside the TDL Group. The UKAS accreditation numbers for the TDL Group laboratories in the UK are as follows: 8059 (HSL Analytics LLP) Genetics and Molecular Sciences, 8169 (HSL Analytics LLP) Blood Sciences, 8860 (HSL Analytics LLP) Infection Sciences, 8812 (The Doctors Laboratory Limited) Haematology, Blood Transfusion, Biochemistry, Microbiology, Molecular Biology, 10199 (The Doctors Laboratory Limited) Andrology, 8511 (HSL Analytics LLP) Cytology, 9706 (The Doctors Laboratory Limited) Urine Cytology.

### **2 PRICE AND PAYMENT TERMS**

- 2.1 The fees payable by the Client for the Services will be the most recent price confirmed by TDL to the Client in writing or by telephone prior to the Client submitting its Order. If TDL has not confirmed the price for the Services, the price will be that indicated in the Laboratory Guide.
- 2.2 As at the date of these Terms and Conditions many of TDL's services are VAT exempt. All of TDL's prices are stated exclusive of VAT and where VAT is chargeable on the Services the Client will pay it at the applicable rate.

- 2.3 Invoices are normally issued on a monthly basis, but TDL reserves the right to issue them more frequently. The client will pay TDL's invoices under the Agreement within 30 days of the date of the invoice, without any deduction or set off. At TDL's option interest may be charged on late payment at the statutory rate prescribed from time to time by regulations under the Late Payments of Commercial Debts (Interest) Act 1998. Invoices paid from outside the UK must be paid by either direct bank transfer or by cheque drawn on a UK branch. All payments will be made in pounds sterling.
- 2.4 Without affecting any of its other rights, TDL may suspend provision of the Services if the Client fails to pay an invoice due to TDL.

### **3 CONFIDENTIALITY**

- 3.1 TDL agrees that it will hold and maintain the confidence of:
- 3.1.1 all information of a confidential nature which is received by TDL from the Client or its patients in connection with the Services; and
- 3.1.2 all Test results, invoices and other information of a confidential nature issued by TDL to the Client or its patients in connection with the Services, and, save with the Client's consent or as otherwise permitted under this Agreement, will not disclose such information other than to its professional staff, independent consultants and/or persons to whom it has delegated the performance of the Services and who require the information for such purpose. Where TDL has been provided with the details of a patient's private medical insurance in connection with the Services, TDL will be entitled to assume (and the Client so warrants) that both the Client and the patient consent to the disclosure of information relating to that patient to the insurer concerned.
- 3.2 The restrictions in clause 3.1 will not apply to information which: (i) was in TDL's possession prior to disclosure by the Client; or (ii) is now or hereafter comes into the public domain other than by default of TDL; or (iii) was lawfully received by TDL from a third party acting in good faith having a right of further disclosure; or (iv) is required by law to be disclosed by TDL; or (v) which is required by a regulatory or accreditation body to be disclosed to it for the purpose of regulating or accrediting the TDL Group.

### **4 CLIENT RESPONSIBILITIES**

- 4.1 Except where TDL obtains the Sample directly from the patient during a home visit or at TDL's patient reception facility, the Client will ensure that the Sample is obtained from the patient, packaged, and labelled in accordance with Applicable Law and good clinical practice.
- 4.2 Except where TDL agrees to arrange transport of the Sample to TDL's laboratory, the Client will ensure that the Sample is transported to TDL's laboratory in accordance with Applicable Law and good clinical practice. Where TDL agrees to arrange transport of the Sample the Client will ensure that the Samples are ready for collection by TDL or its carrier at the agreed times.
- 4.3 The Client will ensure that all necessary consents and permissions are obtained and all necessary information provided to the patient, which is required under Applicable Law or good clinical practice in order to permit the Testing, the performance of and any other Services, and the use of the Protected Data as contemplated in the Agreement.
- 4.4 The Client will provide TDL with any information reasonably necessary for performing the Services, including by ensuring that the Pathology Request contains sufficient information regarding the Sample, the relevant patient, and the persons to whom the Test results are to be reported, and will ensure that any information the Client provides to TDL in connection with the Services is accurate and complete.
- 4.5 The Client shall ensure that any Consumables provided by TDL are only used by healthcare professionals who are appropriately qualified and trained in the proper use of such Consumables. The Client shall ensure the healthcare professionals use the Consumables in accordance with any instructions relating to the use of the Consumables provided by TDL and in any event with the degree of skill and care reasonably to be expected of a healthcare professional experienced in the use of such Consumables.

### **5 LIABILITY**

- 5.1 Nothing in the Agreement will limit or exclude liability for death or personal injury caused by negligence or any other liability that cannot be limited or excluded under Applicable Law.
- 5.2 In these Terms and Conditions 'liability' means any liability whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, which arises in connection with the Services or under or in connection with any Agreement.
- 5.3 The liability of TDL and the Client will each be limited to £2,000,000 in total. This limit applies per Agreement and in aggregate for all Agreements made in a calendar year.
- 5.4 Neither TDL nor the Client will have any liability for:
- 5.4.1 loss of profit or revenue;
- 5.4.2 loss of anticipated savings;
- 5.4.3 loss of reputation or goodwill; or
- 5.4.4 indirect, special or consequential loss.
- 5.5 TDL will have no liability for any delay or failure in performance of the Services arising from the Client's delay or failure in performing its obligations under clause 4 (Client Responsibilities).
- 5.6 All of the warranties which TDL gives in relation to the Services are expressly set out in these Terms and Conditions. All other warranties, whether implied or express, are excluded from the Agreement where it is lawful to exclude them.

5.7 In this clause 5 references to TDL include the members of TDL's Group, and for the purpose of the limit in clause 5.3 the liabilities of TDL and the TDL Group Members will be counted in aggregate. The members of TDL's Group may enforce this clause 5.

## **6 FORCE MAJEURE**

If the performance of any obligation under the Agreement (except for an obligation to pay) is prevented, restricted or interfered with by reason of circumstances beyond the reasonable control of that party obliged to perform it (a '**Force Majeure Event**'), the party so affected will be excused from any resulting failure or delay in performance, and the time for performance will be extended by an amount of time equal to the duration of the Force Majeure Event. The party so affected will use reasonable endeavours to mitigate the effect of the Force Majeure Event on its performance of its obligations. If the Force Majeure Event delays or prevents performance of a party's obligations for more than three months, either party may terminate the agreement on written notice to the other.

## **7 DATA PROCESSOR AND DATA CONTROLLER**

7.1 When TDL processes Protected Data on behalf of the Client in providing the Services the parties agree that the Client will be the data controller and TDL will be the data processor. The Annex to these Terms and Conditions sets out when TDL processes Protected Data on behalf of the Client. Clause 16 describes the circumstances where TDL will use Protected Data on its own behalf as data controller.

7.2 When TDL processes Protected Data as the data processor, clauses 8 to 15 will apply in relation to the Protected Data. Where TDL processes Protected Data as data controller, clause 16 will apply instead.

7.3 The Client will comply with the Data Protection Laws in relation to the Protected Data, and ensure that all instructions given by it to TDL in respect of Protected Data will at all times be in accordance with Data Protection Laws.

## **8 DATA PROCESSING INSTRUCTIONS**

8.1 When TDL processes Protected Data as the data processor, TDL will comply with the obligations of data processors under Data Protection Laws.

8.2 Unless required to do otherwise by Applicable Law, TDL will (and will take steps to ensure each person acting under its authority will) process the Protected Data only in accordance with the Client's documented instructions as set out in the Order, pursuant to the Terms & Conditions, and in the Annex (the '**Processing Instructions**').

8.3 If Applicable Law requires TDL to process Protected Data other than in accordance with the Processing Instructions, TDL will notify the Client of any such requirement before processing the Protected Data (unless Applicable Law prohibits TDL from doing so).

8.4 TDL will promptly inform the Client if TDL becomes aware of a Processing Instruction that, in TDL's opinion, infringes Data Protection Laws. TDL will have no liability for any processing in accordance with those Processing Instructions after giving the notice. TDL's obligations under this clause 8.4 do not limit the Client's obligations under clause 7.3.

## **9 DATA SECURITY MEASURES**

In relation to the processing of the Protected Data, TDL will implement and maintain, at its cost and expense, appropriate technical and organisational measures to ensure for the Protected Data a level of security appropriate to the risks presented by the processing, taking into account the state of the art, the cost of implementation and the nature, scope, context and purpose of the processing of the Protected Data as well as the risk of varying likelihood and severity of the rights and freedoms of natural persons.

## **10 USING STAFF AND OTHER PROCESSORS**

10.1 TDL will not engage any data processor to process the Protected Data on the Client's behalf (a '**Sub-Processor**') without the Client's authorisation of that specific Sub-Processor. The Client will not unreasonably withhold, condition or delay such consent. By accepting these Terms and Conditions the Client authorises the appointment of the Authorised Sub-Processors.

10.2 TDL will ensure that each Sub-Processor is appointed under a written contract containing materially the same obligations as clauses 8 to 15 (inclusive).

10.3 TDL will ensure that all persons authorised to process Protected Data are subject to a binding obligation to keep the Protected Data confidential (except where disclosure is required in accordance with Applicable Law, in which case TDL will, where practicable and not prohibited by Applicable Law, notify the Client of any such requirement before such disclosure).

## **11 ASSISTANCE WITH THE CLIENT'S COMPLIANCE AND DATA SUBJECT RIGHTS**

11.1 Taking into account the nature of the processing, TDL will implement and maintain reasonable measures to assist the Client to respond to the Data Subject Requests relating to the Protected Data that TDL processes on the Client's behalf. TDL will refer such Data Subject Requests it receives to the Client promptly, and in any event within five Business Days of receipt of the request.

11.2 TDL will provide such assistance as the Client reasonably requires (taking into account the nature of processing and the information available to TDL) to the Client in ensuring compliance with the Client's obligations under Data Protection Laws with respect to: (i) security of processing, (ii) data protection impact assessments (as such term is defined in Data Protection Laws), (iii) prior consultation with the relevant regulator regarding high risk processing, (iv) and notifications to the regulator and/or communications to data subjects by the Client in response to any Personal Data Breach. The Client will pay TDL's charges for providing the assistance in this clause 11, such charges to be calculated on a time and materials basis at TDL's applicable daily or hourly rates in force from time to time.

## **12 INTERNATIONAL DATA TRANSFERS**

The Client agrees that TDL may transfer Protected Data to countries outside the United Kingdom for the purpose of providing the Services, provided all transfers by TDL of Protected Data to such recipients are in accordance with such safeguards or other mechanism(s) for transfers of personal data as may be permitted under Data Protection Laws from time to time. The Client agrees that TDL may implement such safeguards by entering into standard data protection clauses authorised under the Data Protection Laws, which TDL may do as agent on behalf of the Client. The provisions of clauses 8 to 15 (inclusive) will constitute the Client's instructions with respect to transfers in accordance with clause 8.2.

## **13 RECORDS, INFORMATION AND AUDIT**

- 13.1 TDL will maintain, in accordance with Data Protection Laws binding on TDL, written records of all categories of processing activities carried out on behalf of the Client.
- 13.2 TDL will, in accordance with Data Protection Laws, make available to the Client such information as is reasonably necessary to demonstrate TDL's compliance with its obligations as a data processor under these Terms and Conditions and the Data Protection Laws, and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose, subject to the Client:
  - 13.2.1 giving TDL reasonable prior notice of such information request, audit and/or inspection being required by the Client;
  - 13.2.2 ensuring that all information obtained or generated by the Client or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the relevant regulator or as otherwise required by Applicable Law);
  - 13.2.3 ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to TDL's business, the Sub-Processors' business and the business of other customers of TDL.

## **14 BREACH NOTIFICATION**

TDL will, without undue delay notify the Client of the Personal Data Breach involving the Protected Data, and provide the Client with details of the Personal Data Breach.

## **15 DELETION OR RETURN OF PROTECTED DATA AND COPIES**

TDL will, at the Client's written request, either delete or return all of the Protected Data to the Client in such form as the Client reasonably requests within a reasonable time after the end of the provision of the relevant Services related to processing, and delete existing copies (unless storage of any data is required by Applicable Law and, if so, TDL will inform the Client of any such requirement). Where TDL will process that Protected Data as data controller under clause 16, TDL may retain the Protected Data.

## **16 PROTECTED DATA THAT TDL PROCESSES AS A DATA CONTROLLER**

- 16.1 TDL may process Protected Data as data controller in the circumstances and for the purposes set out in TDL's Privacy Notice. In particular TDL may:
  - 16.1.1 retain and submit Protected Data to a Health Authority in the United Kingdom for the purposes of a Public Health Programme operated by that Health Authority, or to regulator for the purpose of complying with regulatory obligations; and
  - 16.1.2 retain and process Protected Data in its laboratory records in order to meet the requirements of the UKAS medical laboratory accreditation standard (ISO 15189) and implement the guidelines of the Royal College of Pathologists for the retention and storage of pathological records and specimens.
- 16.3 When TDL processes Protected Data to provide Harmony® Non-Invasive Prenatal Tests, TDL does so as a data controller.
- 16.4 When TDL processes personal data on its own behalf as data controller, it will do so in accordance with the obligations of data controllers under Data Protection Laws and with the applicable terms of the Agreement.

## **17 GENERAL**

- 17.1 Dispute resolution
  - 17.1.1 If any dispute arises relating to this Agreement or any breach or alleged breach of this Agreement, the parties will make a good faith effort to resolve such dispute without recourse to legal proceedings. If, notwithstanding such good faith efforts, the dispute is not resolved either party may submit the dispute to the jurisdiction of the English Courts.
  - 17.1.2 Except to the extent clearly prevented by the area of dispute, the parties will continue to perform their respective obligations under this Agreement while such dispute is being resolved.
- 17.2 Variation
  - 17.2.1 TDL may amend these Terms and Conditions by updating the Laboratory Guide and providing the Client with a copy of the update or publishing it on TDL's website. Such amendments will only apply to an Order submitted after the date of the update, and the Client will be deemed to accept those amendments by submitting an Order after that date.

17.2.2 Except as set out in clause 17.2.1, any amendments to this Agreement will not be effective unless in writing and signed by an authorised signatory on behalf of each of the parties. The terms of this Agreement may be varied by agreement of the parties but without the consent of any third party whether or not the rights of such third party are affected by such variation. The Client will not unreasonably withhold, delay or condition its agreement to any variation to this Agreement requested by TDL in order to ensure the Services and TDL (and each Sub-Processor) can comply with any change in Applicable Laws.

#### 17.3 Rights and waiver

All rights granted to either of the parties will be cumulative and not exhaustive of any rights and remedies provided by law. The failure of either party to enforce (or delay in enforcing) at any time for any period any one or more of the terms of this Agreement will not be a waiver of such term or of the right of such party at any time subsequently to enforce all the terms of this Agreement.

#### 17.4 Severability

If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not be in any way affected.

#### 17.5 Sub-contracting and Assignment

TDL may assign or sub-contract the performance of this Agreement (in whole or in part) or any one or more of the Tests to be performed hereunder to suitably accredited laboratories including those listed in the Laboratory Guide. The Client may not assign this Agreement or any of its rights or obligations hereunder without the prior approval of TDL.

#### 17.6 Relationship of the parties

It is acknowledged and agreed that TDL and the Client are independent contractors and nothing in this Agreement will create or be construed as creating a partnership or (except as provided in clause 12 and the Annex) a relationship of agent and principal between the parties. The Client acknowledges and agrees that, in requesting Services from TDL, it is not acting as agent for any patient or patients to which the Services relate.

#### 17.7 Notices

All notices given under this Agreement will be in writing and will be delivered by hand or sent by prepaid first class post or by prepaid first class recorded delivery or by email transmission. All notices will be delivered at or sent, in the case of TDL, to The Halo Building, 1 Mabledon Place, London WC1H 9AX, email notices@tdlpathology.com and, in the case of the Client to the address and/or email address set out in the Order (or such other address as that party will notify in writing to the other for this purpose). A notice sent by post will be deemed to be served at 9.00 am on the second Business Day following the date of posting; a notice sent by email transmission will (provided the sender receives no error message indicating that delivery has been unsuccessful) be deemed to have been served at the time it is transmitted if transmitted within business hours (9.00 am to 6.00 pm) on a Business Day or, if transmitted outside such business hours on a Business Day or on a day which is not a Business Day as soon thereafter as such business hours commence.

#### 17.8 Entire agreement

The Agreement is set out in the Order and these Terms and Conditions, which together set out the entire contract between the Client and TDL relating to their subject matter. In the event of a conflict between the Order and these Terms and Conditions, the Terms and Conditions will take priority. Each party acknowledges that it has not entered into the Agreement in reliance on, and will have no remedies in respect of, any representation or warranty that is not expressly set out in the Agreement except in the case of fraudulent misrepresentation.

#### 17.9 Third parties

The Agreement is not intended to create any rights for, nor be enforceable by, any third party except as set out in clause 5.

#### 17.10 Governing law

The Agreement and any dispute arising out of or in connection with it (including non-contractual disputes and claims) will be governed by and construed in accordance with English law and each of the parties submits to the exclusive jurisdiction of the English Courts.

## 18 INTERPRETATION

### 18.1 In these Terms and Conditions and the Annex:-

'Agreement' has the meaning given in clause 1.2;

'Annex' means the annex to the Terms and Conditions;

'Applicable Law' means the laws, regulations, judgments, binding on the relevant party, as amended from time to time;

'Authorised Sub-Processors' means:

- a) Health Service Laboratories LLP and any other member of the TDL Group which provides the applicable Test or Service;
- b) accredited specialist centres for onward referral of esoteric assays as identified in the TDL Laboratory Guide;
- c) persons who provide information technology services that TDL uses in the course of providing the Services; and
- d) any Sub-Processor referred to in the Annex;

'Business Day' means a day other than a Saturday, Sunday, or public holiday in England;

'Client' means the person or organisation requesting Services from TDL and for whom TDL has agreed to provide the Services;

'controller', 'data subject', 'personal data', 'process' and 'processor' have the meanings given to those terms in Data Protection Laws;

'Consumables' means any goods provided by TDL in order for the Client to benefit from the Services;

'Data Protection Laws' means the UK GDPR, the Data Protection Act 2018, and any other Applicable Law having effect in the United Kingdom concerning privacy or the use of personal data;

'Data Subject Request' means a request made by a data subject to exercise any rights of data subjects under Data Protection Laws;

'Good Industry Practice' means the standard of skill and care reasonably to be expected from a professional provider of the Services;

'Group' in respect of any undertaking, means such undertaking and its group undertakings ('undertaking' and 'group undertaking' having the meanings given in the Companies Act 2006);

'Health Authority' means (i) a department of the UK government or of a devolved administration, (ii) an executive agency of such department, or (iii) a body exercising statutory functions in relation to public health in the UK or any part of the UK;

'Laboratory Guide' means TDL's Laboratory Guide current at the time the Client submits the Order, as supplied to the Client or, if not so supplied, available on request from TDL, including any updates or supplements issued by TDL;

'Order' has the meaning given in clause 1.2;

'Pathology Request' means an Order requesting Testing;

'Personal Data Breach' means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data;

'Privacy Notice' means TDL's detailed Privacy Notice available at [tdlpathology.com](http://tdlpathology.com);

'processing' has the meanings given to that term in Data Protection Laws (and related terms such as process have corresponding meanings);

'Processing Instructions' has the meaning given to that term in paragraph 8.2;

'Protected Data' means personal data provided to TDL by the Client or a third party on the instructions of the Client, or collected or generated by TDL in the course of the Services;

'Public Health Programme' means a programme administered by a Health Authority to monitor or analyse health data for the purpose of public health or for statistical, scientific or research purposes in the public interest;

'Sample' means a sample provided by the Client to TDL for Testing;

'Services' means the services to be provided under the Agreement;

'Sub-Processor' has the meaning given in clause 10.1;

'TDL' means The Doctors Laboratory Limited or such other member of the TDL Group as has agreed to provide the Services;

'TDL Group' means The Doctors Laboratory Limited and its Group and Health Service Laboratories LLP and its Group;

'Test' means a laboratory test to be carried out by TDL on a Sample, and 'Testing' means the process of conducting that Test and reporting the results;

'UKAS' means the United Kingdom Accreditation Service, or any successor to it;

'UK GDPR' has the same meaning as it does in section 3(10) of the Data Protection Act 2018, read with section 205(4) of that Act.

- 18.2 References to the singular include the plural and vice versa.
- 18.3 Clause headings and paragraph headings are for ease of reference only and are not part of these Terms and Conditions for the purpose of construction.
- 18.4 References to paragraphs are to paragraphs of the Annex.
- 18.5 Words following the terms 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, preceding those terms.
- 18.6 The Annex is incorporated into these Terms and Conditions.

## **ANNEX**

### **1 Subject matter and nature of processing**

- 1.1 TDL processes Protected Data as data processor on behalf of the Client:
  - 1.1.1 in the case of Testing, when TDL receives a Pathology Request and Sample and processes the corresponding Protected Data to carry out the Test and report the Test results in accordance with the Client's documented instructions;
  - 1.1.2 when TDL carries out the Client's 'fee to patient' instructions, as described below; and
  - 1.1.3 in the case of any other Services, when TDL is required to process the Protected Data on the Client's behalf to fulfil the Client's instructions.
- 1.2 The subject matter and nature of TDL's processing of the Protected Data are:
  - 1.1.1 pathology samples and test results for the purpose of providing clinical pathology services;
  - 1.1.2 information about clinicians who order pathology tests, for the purposes of reporting the test results to the Client;
  - 1.1.3 information about a patient's health insurance for the purposes of administering payment for the Services; and
  - 1.1.4 billing information for a patient where the Client has asked TDL to direct TDL's invoice to the patient.

### **2 Duration of processing**

The duration of the processing is the time necessary to carry out the Services.

### **3 Types of personal data**

- 3.1 The Protected Data comprise the following types of personal data:
  - 3.1.1 Name
  - 3.1.2 Gender
  - 3.1.3 Date of birth
  - 3.1.4 Address
  - 3.1.5 Identity numbers assigned by TDL or the Client
  - 3.1.6 Types of pathology tests conducted
  - 3.1.7 Results of pathology tests
  - 3.1.8 Health insurance policy details
  - 3.1.9 Billing information
  - 3.1.10 The types of data referred to in the TDL Laboratory Guide

### **4 Categories of data subjects**

The Protected Data concerns patients in respect of whom TDL conducts pathology tests, and clinicians who request pathology tests.

### **5 Reporting pathology test results**

- 5.1 TDL will report Test results using the method selected by the Client from the range of options offered by TDL or, if no method is selected by the Client, using a method selected by TDL from that range of options.
- 5.2 TDL will report the Test results using the contact details supplied to TDL in the relevant section of the Pathology Request. The Client will be responsible for ensuring that those contact details are correct.
- 5.3 Where TDL supplies Test results electronically it will ensure that the results are supplied in the format selected by the Client (from the range of options offered by TDL) and are supplied to the address indicated when the Client selects electronic results reporting. The Client will be responsible for ensuring that the selected format is compatible with the Client's information systems and for making the results available to the users of those systems.

### **6 Fee to patient**

Where the Client selects the 'fee to patient' option in a Pathology Request Form, the Client instructs TDL to seek payment from the patient of the fees owed by the Client in respect of that test. The Client confirms that the patient has agreed with the Client to pay those fees to TDL for the Client. The Client instructs TDL to recover the fees by invoicing the patient using the personal data provided by the Client. The Client instructs TDL on the Client's behalf to appoint debt collectors to recover the fees from the patient if the patient does not pay the invoice by the date payment falls due. The Client authorises TDL to appoint those debt collectors as Sub-Processors in accordance with clauses 8 to 15.

